

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON**

MONSTER ENERGY COMPANY,  
a Delaware corporation,

Plaintiff,

v.

PELMIR ENTERPRISE INC. d/b/a MONSTER  
DOLLAR,  
a Washington corporation,

Defendant.

Civil Action No. 2:22-cv-524

**COMPLAINT FOR TRADEMARK  
INFRINGEMENT, TRADE DRESS  
INFRINGEMENT, FALSE  
DESIGNATION OF ORIGIN, AND  
UNFAIR COMPETITION**

1 Plaintiff Monster Energy Company (“Plaintiff” or “Monster”) hereby complains of  
2 Defendant Pelmir Enterprise Inc. d/b/a Monster Dollar (“Defendant”), and alleges as follows:

3 **I. JURISDICTION AND VENUE**

4 1. This is an action for 1) trademark infringement, trade dress infringement, and  
5 false designation of origin under 15 U.S.C. § 1125(a), 2) trademark infringement under 15  
6 U.S.C. § 1114, 3) Washington statutory unfair competition, and 4) Washington common-law  
7 unfair competition.

8 2. The Court has original subject matter jurisdiction over the claims that relate to  
9 trademark infringement, trade dress infringement, and false designation of origin, pursuant to 15  
10 U.S.C. §§ 1116 and/or 1121(a), and pursuant to 28 U.S.C. §§ 1331 and 1338, as these claims  
11 arise under the laws of the United States. The Court has supplemental jurisdiction over the  
12 claims in this Complaint which arise under state statutory and common law pursuant to 28  
13 U.S.C. §§ 1338(b) and 1367(a), because the state law claims are so related to the federal claims  
14 that they form part of the same case or controversy and derive from a common nucleus of  
15 operative facts.

16 3. This Court has personal jurisdiction over Defendant because Defendant resides in  
17 and has a continuous, systematic, and substantial presence within this Judicial District and within  
18 Washington. Defendant sells, advertises, markets, and promotes its goods and services in  
19 Washington, including in this Judicial District. Defendant operates a retail store in this Judicial  
20 District under the mark MONSTER DOLLAR and markets and advertises its goods and services  
21 online in connection with the infringing mark through the URLs <https://www.monsterdollar.net/>  
22 and <https://facebook.com/monsterdollar.net/>, which are available and accessible in Washington.  
23 In addition, by committing acts of trademark infringement, trade dress infringement, false  
24 designation of origin, and unfair competition, in this Judicial District, Defendant’s acts form a  
25 substantial part of the events or omissions giving rise to Monster’s claims.

26 4. Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391(b) and (c) at  
27 least because Defendant resides in this Judicial District by virtue of being organized under the  
28 laws of the State of Washington, being subject to personal jurisdiction within the Judicial

1 District, and a substantial portion of the events complained of herein having taken place in this  
2 Judicial District.

3 **II. THE PARTIES**

4 5. Monster is a corporation organized and existing under the laws of the State of  
5 Delaware, having a principal place of business at 1 Monster Way, Corona, California 92879.

6 6. Upon information and belief, Defendant is a corporation organized and existing  
7 under the laws of Washington, having a principal place of business at 33720 9th Ave S, Suite 7,  
8 Federal Way, WA, 98003-6735.

9 **III. COMMON ALLEGATIONS FOR ALL CLAIMS OF RELIEF**

10 **A. Monster and Its Trademarks and Trade Dress**

11 7. Monster is a nationwide leader in the business of developing, marketing, selling,  
12 and distributing beverages. Monster has achieved extensive exposure and widespread  
13 recognition of its MONSTER™ brand through its sponsorship of sports, athletes, and teams,  
14 among other sponsorships. In addition to its numerous trademark registrations for beverages,  
15 Monster owns trademark registrations for its MONSTER marks for a variety of other goods,  
16 including, clothing, sports gear, bags, and beverageware, among many other goods and services.

17 8. In 2002, long before Defendant's acts described herein, Monster launched its  
18 MONSTER ENERGY® drink brand, bearing its now-famous MONSTER mark and MONSTER  
19 ENERGY® mark.

20 9. Monster's successful line of MONSTER drinks has grown to include numerous  
21 other well-known products, the containers and packaging of which are prominently marked with  
22 the MONSTER mark (referred to collectively as "MONSTER line of drinks").

23 10. Monster is also the owner of numerous trademark registrations for marks that  
24 incorporate its famous MONSTER and/or MONSTER ENERGY® marks, for use in connection  
25 with beverages, nutritional supplements, clothing, bags, advertising services, and other products  
26 and services, including the following U.S. Trademark Registrations:




MARK	REG. NO.	GOODS/SERVICES	DATE FILED	REG. DATE
<b>MØNSTER</b>	6,451,182	Non-alcoholic beverages, namely, soft drinks, energy drinks, sports drinks, and fruit juice drinks	12/13/2017	8/17/2021
MONSTER ENERGY	5,661,940	Stickers; sticker kits comprising stickers and decals; decals; posters; calendars; money clips; blackboards; temporary tattoo transfers; pens; writing utensils; advertising signs of cardboard and paper	10/19/2016	1/22/2019
MONSTER ARMY	5,551,192	Clothing, namely, tops, shirts, t-shirts, hooded shirts, sweat shirts, and jackets  Providing a web site featuring entertainment information and news on athletes; organizing and conducting educational programs and activities in the nature of classes, workshops, and sports competitions for athletes in the field of athlete development; athlete development program, namely, athlete training and mentoring in the field of wake, ski, surf, snowboard, motocross, mountain bike, BMX, and skate	11/16/2015	4/28/2018
MONSTER ENERGY	3,044,315	Nutritional supplements in liquid form, but excluding perishable beverage products that contain fruit juice or soy, whether such products are pasteurized or not	5/23/2003	1/17/2006
MONSTER ENERGY	4,036,680	Nutritional supplements in liquid form	9/11/2007	10/11/2011
MONSTER ENERGY	5,114,854	Restaurant services; bar services	12/2/2013	1/3/2017
MONSTER ENERGY	4,721,433	Promoting goods and services in the sports, motorsports, electronic sports, and music industries through	3/12/2014	4/14/2015

MARK	REG. NO.	GOODS/SERVICES	DATE FILED	REG. DATE
		the distribution of printed, audio and visual promotional materials; promoting sports and music events and competitions for others		
MONSTER ENERGY	5,820,689	<p>Sport helmets; video recordings featuring sports, extreme sports and motor sports;</p> <p>downloadable software for mobile devices for playing games; downloadable electronic game software for use on mobile devices;</p> <p>downloadable game software; downloadable interactive game programs; downloadable video game software and programs</p> <p>Beverageware; insulated beverage containers for domestic use; bottles, sold empty; drinking bottles for sports; water bottles sold empty; bottle openers</p> <p>Lanyards; lanyards for holding whistles, keys, badges, identification cards, event passes, media passes, photographs, recording equipment, or similar conveniences; tents</p> <p>Towels; blankets for outdoor use</p> <p>Clothing, namely, Tops, shirts, t-shirts, sweat shirts, jackets, bottoms, pants, bandanas, sweat bands, gloves; headwear; hats; beanies</p> <p>Toy cars; remote control toys,</p>	1/15/2019	7/30/2019

MARK	REG. NO.	GOODS/SERVICES	DATE FILED	REG. DATE
		namely, cars; cornhole game sets; cornhole game boards; cornhole bags; surf boards; skate boards; snowboards; golf bags		
MONSTER REHAB	4,129,288	Nutritional supplements in liquid form  Beverages, namely, non-alcoholic non-carbonated drinks enhanced with vitamins, minerals, nutrients, proteins, amino acids and/or herbs; non-carbonated energy or sports drinks, fruit juice drinks having a juice content of 50% or less by volume that are shelf-stable; all the foregoing goods exclude perishable beverage products that contain fruit juice or soy, whether such products are pasteurized or not	7/6/2010	4/17/2012
MONSTER REHAB	4,111,964	Ready to drink tea, iced tea and tea based beverages; ready to drink flavored tea, iced tea and tea based beverages	8/24/2011	3/13/2012
MONSTER ENERGY	4,036,681	Non-alcoholic beverages, namely, energy drinks, excluding perishable beverage products that contain fruit juice or soy	9/11/2007	10/11/2011
MONSTER ENERGY	3,057,061	Fruit juice drinks having a juice content of 50% or less by volume that are shelf stable, carbonated soft drinks, carbonated drinks enhanced with vitamins, minerals, nutrients, amino acids and/or herbs, but excluding perishable beverage products that contain fruit juice or soy, whether such products are pasteurized or not	4/18/2002	2/7/2006
MONSTER ASSAULT	4,634,053	Nutritional supplements in liquid form; vitamin fortified beverages	11/15/2013	11/4/2014

MARK	REG. NO.	GOODS/SERVICES	DATE FILED	REG. DATE
		Non-alcoholic beverages, namely, energy drinks, energy drinks flavored with juice, sports drinks, all enhanced with vitamins, minerals, nutrients, proteins, amino acids, and/or herbs, but excluding perishable beverage products that contain fruit juice or soy, whether such products are pasteurized or not		
JAVA MONSTER	3,959,457	Beverages, namely, soft drinks; non-carbonated energy drinks; non-carbonated sports drinks; soft drinks and non-carbonated energy drinks, all enhanced with vitamins, minerals, nutrients, amino acids, and/or herbs, but excluding perishable beverage products that contain fruit juice or soy, whether such products are pasteurized or not	12/8/2005	5/10/2011
JAVA MONSTER	5,689,189	Bar services; café services; coffee bars; mobile restaurant services; restaurant services; mobile café services for providing food and drink	5/8/2018	3/5/2019
M MONSTER ENERGY	3,044,314	Nutritional supplements in liquid form, but excluding perishable beverage products that contain fruit juice or soy, whether such products are pasteurized or not	5/23/2003	1/17/2006
LO-CARB MONSTER ENERGY	3,852,118	Nutritional supplements  Non-alcoholic beverages, namely, energy drinks, drinks enhanced with vitamins, minerals, nutrients, amino acids and/or herbs	2/13/2009	9/28/2010
M MONSTER ENERGY	3,134,842	Beverages, namely, carbonated soft drinks, carbonated drinks enhanced with vitamins, minerals, nutrients, amino acids and/or herbs, carbonated	5/7/2003	8/29/2006

MARK	REG. NO.	GOODS/SERVICES	DATE FILED	REG. DATE
		energy or sports drinks, fruit juice drinks having a juice content of 50% or less by volume that are shelf stable, but excluding perishable beverage products that contain fruit juice or soy, whether such products are pasteurized or not		
MUSCLE MONSTER	4,376,796	Nutritional supplements in liquid form  Beverages, namely, soft drinks; non-alcoholic and non-carbonated drinks enhanced with vitamins, minerals, nutrients, proteins, amino acids and/or herbs; non-carbonated energy or sports drinks; all the foregoing goods exclude perishable beverage products that contain fruit juice or soy, whether such products are pasteurized or not	7/2/2010	7/30/2013
MUSCLE MONSTER	4,451,535	Vitamin fortified beverages dairy-based beverages; dairy-based energy shakes; energy shakes; coffee energy shakes; chocolate energy shakes	7/10/2013	12/17/2013
JUICE MONSTER	4,716,750	Nutritional supplements in liquid form  Non-alcoholic beverages, namely, energy drinks and drinks enhanced with vitamins, minerals, nutrients, amino acids and/or herbs, but excluding perishable beverage products that contain fruit juice or soy	2/24/2012	4/7/2015
MONSTER ENERGY ULTRA	5,281,559	Nutritional supplements in liquid form  Non-alcoholic beverages, namely, carbonated soft drinks, carbonated energy drinks, sports drinks, and soft drinks;	6/12/2014	9/5/2017

MARK	REG. NO.	GOODS/SERVICES	DATE FILED	REG. DATE
		energy drinks and sports drinks enhanced with vitamins, minerals, nutrients, amino acids and/or herbs		
UBER-MONSTER	4,234,456	Nutritional supplements in liquid form;  Beverages, namely, carbonated soft drinks; nonalcoholic carbonated soft drinks and energy drinks enhanced with vitamins, minerals, nutrients, proteins, amino acids and/or herbs; carbonated energy drinks and sports drinks; all the foregoing goods exclude perishable beverage products that contain fruit juice or soy, whether such products are pasteurized or not	7/9/2010	10/30/2012
	3,923,683	All purpose sport bags; all-purpose carrying bags; backpacks; duffle bags	4/2/2009	2/22/2011
	4,865,702	Nutritional supplements in liquid form;  Non-alcoholic beverages, namely, carbonated soft drinks; carbonated drinks enhanced with vitamins, minerals, nutrients, proteins, amino acids and/or herbs; carbonated energy drinks and sports drinks	2/2/2015	12/8/2015
	5,570,782	Sport helmets; video recordings featuring sports, extreme sports and motor sports  Watches  Stickers, sticker kits comprising stickers and decals; decals; posters; calendars	5/17/2018	9/25/2018

MARK	REG. NO.	GOODS/SERVICES	DATE FILED	REG. DATE
		All-purpose sport bags; all-purpose carrying bags; backpacks; duffel bags		
		Clothing, namely, t-shirts, hooded shirts and hooded sweatshirts; sweat shirts, jackets, pants, bandanas, sweat bands, gloves and motorcycle gloves; headgear, namely, hats and beanies		

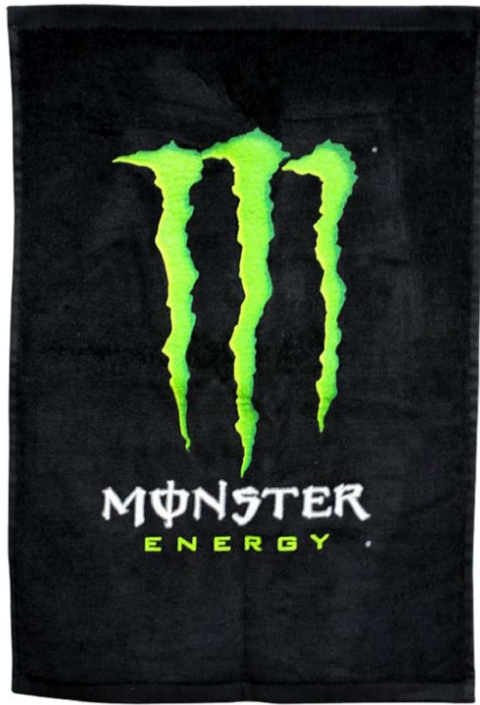
11. Copies of the foregoing registrations are attached hereto as Exhibits 1–26. Collectively, the above registrations and trademarks, including all common law rights therein, are referred to as the “MONSTER Marks.”

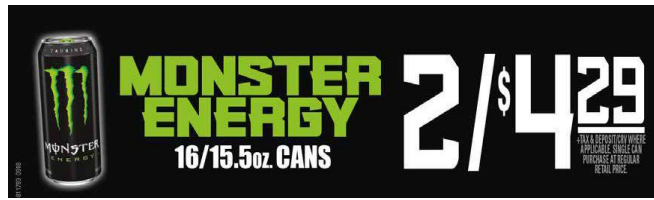
12. Pursuant to 15 U.S.C. § 1065, U.S. Trademark Registration Nos. 3,044,314, 3,044,315, 3,057,061, 3,134,842, 3,852,118, 3,959,457, 4,036,680, 4,036,681, 4,111,964, 4,129,288, 4,234,456, 4,376,796, 4,451,535, 4,634,053, 4,716,750, and 4,721,433 are incontestable.

13. In addition, since 2002, Monster has consistently used a distinctive trade dress for its products, packaging, and promotional materials using the colors green, black, and/or white with the word “Monster” (the “MONSTER Trade Dress”). One example of Monster’s use of the MONSTER Trade Dress is shown below:



1           14. Long before Defendant's acts described herein, Monster has used or licensed the  
2 use of its MONSTER Marks and/or MONSTER Trade Dress in connection with a wide-variety of  
3 products and services, including bags, towels, blankets, sporting equipment, clothing, clothing  
4 accessories, gloves, helmets, stickers and decals, headgear, wristbands, retail services, restaurant  
5 services, advertising, and promotion of goods and services in the sports and fitness industries, as  
6 well as many other goods and services. Some examples of products bearing Monster's MONSTER  
7 Marks and MONSTER Trade Dress are shown below:





15. There is a high demand for merchandise bearing Monster's MONSTER Marks and MONSTER Trade Dress. Monster has entered into license agreements with several manufacturers, giving them a license to produce and sell products that bear Monster's MONSTER Marks and MONSTER Trade Dress. In the United States, Monster's licensees have sold licensed goods bearing Monster's MONSTER Marks and MONSTER Trade Dress to consumers in all 50 states through their own websites and through nationwide retailers. These licensees also sell the licensed products bearing the MONSTER Marks and MONSTER Trade Dress throughout the world including on websites, in retail stores, and at sporting events.

16. Monster's MONSTER Marks and MONSTER Trade Dress are the subject of substantial and continuous marketing and promotion by Monster. Since 2002, Monster has spent over \$9.8 billion dollars in advertising, promoting, and marketing its MONSTER brand and MONSTER Trade Dress.

17. Monster's marketing includes, among other things, sponsorship and promotion of athletes, music festivals, sports events, and other live events that are televised nationwide and internationally and that prominently feature the MONSTER Marks.

1 18. Monster's MONSTER line of drinks has achieved substantial commercial  
2 success. Since 2002, Monster has sold more than 40 billion cans of its MONSTER drinks  
3 worldwide, which has totaled over \$88 billion in estimated retail revenue. While Monster  
4 continues to expand its successful MONSTER line of drinks, Monster's best-selling drink is still  
5 the original Monster Energy® drink, which prominently features the colors green, black, and  
6 white.

7 19. As a result of Monster's substantial use and promotion of its MONSTER Marks  
8 and MONSTER Trade Dress, the marks and trade dress have acquired great value as specific  
9 identifiers of Monster's products and services and serve to identify and distinguish Monster's  
10 MONSTER products and services from those of others. Customers in this Judicial District and  
11 elsewhere readily recognize Monster's MONSTER Marks and MONSTER Trade Dress as  
12 distinctive designations of the origin of Monster's MONSTER brand of products, services and  
13 promotional items. The MONSTER Marks and MONSTER Trade Dress are intellectual  
14 property assets of enormous value as symbols of Monster and its quality products, services,  
15 reputation, and goodwill.

16 **B. Defendant's Infringing Activities**

17 20. Defendant is engaged in the business of operating a retail store under the name  
18 MONSTER DOLLAR that sells a variety of goods and services. Defendant also owns and  
19 operates the website <https://www.monsterdollar.net/>, and maintains a social media profile at  
20 <https://facebook.com/monsterdollar.net/>.

21 21. As shown in the image below of Defendant's retail store sign, Defendant displays  
22 the MONSTER DOLLAR mark in the color green against a white background:  
23  
24  
25  
26  
27  
28



22. As shown above, Defendant's trademark and trade dress are confusingly similar to Monster's MONSTER Marks and MONSTER Trade Dress. Defendant prominently uses the term MONSTER as the first and dominant portion of Defendant's mark. Defendant also uses the colors green and white, which Monster has used since 2002 in connection with its MONSTER Marks.

23. On August 19, 2020, Defendant filed U.S. Application Serial No. 90/122,773 (the "733 Application") for the mark "MONSTER DOLLAR" in connection with "gloves; hats; pants; shirts; socks; cap visors; polo shirts" in Class 25.

24. On May 18, 2021, Monster filed an opposition with the Trademark Trial and Appeal Board (the "Board") opposing registration of the MONSTER DOLLAR mark based on likelihood of confusion with Monster's trademark registrations and common law rights.

25. On August 17, 2021, having received no response from Defendant, the Board entered judgement in favor of Monster.

26. Defendant continued its infringing actions after the Board entered judgment in favor of Monster. On September 22, 2021, Monster sent a letter demanding that Defendant cease its infringing actions. Defendant did not respond to Monster's letter. On October 14, 2021, Monster sent a follow up letter, which again went unanswered by Defendant.

27. On January 24, 2022, Monster hand delivered yet another follow up letter with a courtesy copy of a drafted complaint, to Defendant's store manager, Jarell Chavez. The letter

1 advised that Monster would proceed with filing the complaint unless Defendant ceased its  
2 infringing activities. Mr. Chavez reviewed the letter and complaint, advised he understood the  
3 reason for the letter, confirmed there were similarities between Defendant's MONSTER  
4 DOLLAR mark and Monster's MONSTER Marks, and agreed to change the color of the  
5 MONSTER DOLLAR sign.

6 28. On March 3, 2022, Monster made a follow up visit to Defendant's physical  
7 location and noted that no changes were made to the signage, despite Defendant's representation  
8 that the sign would be changed.

9 29. Thus, Defendant has been aware of Monster's MONSTER Marks and MONSTER  
10 Trade Dress since at least as early as May 18, 2021, when Monster filed its Notice of Opposition.  
11 Despite having actual knowledge of Monster's MONSTER Marks and MONSTER Trade Dress,  
12 as further evidenced by the above-referenced communications with Monster, Defendant has  
13 refused to cease its infringing conduct.

14 30. Without permission or consent from Monster, Defendant has infringed Monster's  
15 MONSTER Marks and MONSTER Trade Dress in interstate commerce by promoting,  
16 advertising, selling, and/or offering to sell various products and services using the MONSTER  
17 DOLLAR mark.

18 31. Upon information and belief, Defendant's actions alleged herein are intended to  
19 cause confusion, mistake, or deception as to the source of Defendant's products and services and  
20 are intended to cause consumers and potential customers to believe that Defendant's business,  
21 and the goods and services that Defendant offers, are associated with Monster or Monster's  
22 family of products when they are not.

23 32. By virtue of the acts complained of herein, Defendant has created a likelihood of  
24 injury to Monster's business reputation and goodwill, caused a likelihood of consumer  
25 confusion, mistake, and deception as to the source, origin or relationship of Monster and  
26 Defendant or Monster's and Defendant's goods and services by, using the MONSTER DOLLAR  
27 mark, including in the colors green and white as shown above.

1 33. Upon information and belief, Defendant's acts complained of herein are willful  
2 and deliberate.

3 34. Defendant's acts complained of herein have caused damage to Monster in an  
4 amount to be determined at trial, and such damages will continue to increase unless Defendant is  
5 enjoined from its wrongful acts and infringement.

6 35. Defendant's acts complained of herein have caused Monster to suffer irreparable  
7 injury to its business. Monster will suffer substantial loss of goodwill and reputation, as well as  
8 a loss of control of its trademarks and trade dress unless and until Defendant is preliminarily and  
9 permanently enjoined from the wrongful acts complained of herein.

10 **IV. FIRST CLAIM FOR RELIEF**

11 **(Trademark Infringement, Trade Dress Infringement, and False Designation of Origin**

12 **Under 15 U.S.C. § 1125(a))**

13 36. Monster hereby repeats, realleges, and incorporates by reference Paragraphs 1-35  
14 of this Complaint as though fully set forth herein.

15 37. This is an action for trademark infringement, trade dress infringement, and false  
16 designation of origin arising under 15 U.S.C. § 1125(a).

17 38. As a result of the widespread use and promotion of Monster's MONSTER Marks  
18 and MONSTER Trade Dress, the marks and trade dress have acquired strong secondary meaning  
19 to consumers and potential customers, in that consumers and potential customers have come to  
20 associate the MONSTER Marks and MONSTER Trade Dress with Monster.

21 39. Defendant has infringed Monster's MONSTER Marks and MONSTER Trade  
22 Dress, and created a false designation of origin, by using in commerce, without Monster's  
23 permission, the confusingly similar MONSTER DOLLAR mark, including in the colors green  
24 and white, in connection with the advertisement, offering for sale, and/or sale of Defendant's  
25 goods and services.

26 40. Defendant's actions are likely to cause confusion and mistake, or to deceive as to  
27 the affiliation, connection, or association of Monster with Defendant, and/or as to the origin,  
28

1 sponsorship, or approval of Defendant's products or Defendant's commercial activities, in  
2 violation of 15 U.S.C. § 1125(a).

3 41. Upon information and belief, Defendant did so with the intent to trade upon  
4 Monster's reputation and goodwill by causing confusion and mistake among customers and the  
5 public and to deceive the public into believing that Defendant's products and services are  
6 associated with, sponsored by or approved by Monster, when they are not.

7 42. Upon information and belief, Defendant had actual knowledge of Monster's  
8 ownership and prior use of the MONSTER Marks and MONSTER Trade Dress, and without the  
9 consent of Monster, willfully violated 15 U.S.C. § 1125(a).

10 43. Defendant, by its actions, has damaged Monster in an amount to be determined at  
11 trial.

12 44. Defendant, by its actions, has irreparably injured Monster. Such irreparable  
13 injury will continue unless Defendant is preliminarily and permanently enjoined by this Court  
14 from further violation of Monster's rights, for which Monster has no adequate remedy at law.

15 **V. SECOND CLAIM FOR RELIEF**

16 **(Trademark Infringement Under 15 U.S.C. § 1114)**

17 45. Monster hereby repeats, realleges, and incorporates by reference Paragraphs 1-44  
18 of this Complaint as though fully set forth herein.

19 46. This is a claim for trademark infringement arising under 15 U.S.C. § 1114.

20 47. Monster owns valid and enforceable federally registered trademarks for the  
21 MONSTER Marks, including at least the registrations listed in Paragraph 10 above.

22 48. Defendant has used in commerce, without permission from Monster, colorable  
23 imitations, and/or confusingly similar marks to Monster's MONSTER Marks that are the subject  
24 of one or more of the registrations listed in Paragraph 10 above.

25 49. The activities of Defendant complained of herein constitute willful and intentional  
26 infringements of Monster's registered marks, and Defendant did so with the intent to trade upon  
27 Monster's reputation and goodwill by causing confusion and mistake among customers and the  
28 public and to deceive the public into believing that Defendant's products and services are

1 associated with, sponsored by, originated from, or are approved by, Monster, when they are not.

2 50. Upon information and belief, Defendant had actual knowledge of Monster's  
3 ownership and prior use of the MONSTER Marks, and had actual knowledge that Defendant's  
4 actions constituted infringement of Monster's MONSTER Marks, and have willfully violated 15  
5 U.S.C. § 1114.

6 51. Defendant, by its actions, has damaged Monster in an amount to be determined at  
7 trial.

8 52. Defendant, by its actions, has irreparably injured Monster. Such irreparable  
9 injury will continue unless Defendant is preliminarily and permanently enjoined by this Court  
10 from further violation of Monster's rights, for which Monster has no adequate remedy at law.

11 **VI. THIRD CLAIM FOR RELIEF**

12 **(Unfair Competition Under Wash. Rev. Code Ann. § 19.86.020)**

13 53. Monster hereby repeats, realleges, and incorporates by reference Paragraphs 1-52  
14 of this Complaint as though fully set forth herein.

15 54. This is a claim for unfair competition arising under Wash. Rev. Code Ann. §  
16 19.86.020.

17 55. By virtue of the actions of Defendant complained of herein, Defendant has  
18 competed unfairly with Monster.

19 56. Upon information and belief, Defendant's actions have been willful and  
20 deliberate.

21 57. Defendant, by its actions, has damaged Monster in an amount to be determined at  
22 trial.

23 58. Defendant, by its actions, has irreparably injured Monster. Such irreparable  
24 injury will continue unless Defendant is preliminarily and permanently enjoined by this Court  
25 from further violation of Monster's rights, for which Monster has no adequate remedy at law.

**VII. FOURTH CLAIM FOR RELIEF**

**(Unfair Competition Under Washington Common Law)**

59. Monster hereby repeats, realleges, and incorporates by reference Paragraphs 1-58 of this Complaint as though fully set forth herein.

60. This is a claim for unfair competition arising under the common law of the State of Washington.

61. By virtue of the actions of Defendant complained of herein, Defendant has competed unfairly with Monster.

62. Upon information and belief, Defendant's actions have been willful and deliberate.

63. Defendant, by its actions, has damaged Monster in an amount to be determined at trial.

64. Defendant, by its actions, has irreparably injured Monster. Such irreparable injury will continue unless Defendant is preliminarily and permanently enjoined by this Court from further violation of Monster's rights, for which Monster has no adequate remedy at law.

**VIII. PRAYER FOR RELIEF**

WHEREFORE, Monster prays for judgment against Defendant as follows:

1. That the Court render a final judgment in favor of Monster and against Defendant on all claims for relief alleged herein;

2. That the Court render a final judgment that Defendant has violated the provisions of 15 U.S.C. § 1125(a) by willfully infringing the MONSTER Marks and MONSTER Trade Dress by using a false designation of origin, through the marketing, sale and promotion of Defendant's products;

3. That the Court render a final judgment that Defendant has willfully violated the provisions of 15 U.S.C. § 1114 by infringing Monster's federally registered trademarks;

4. That the Court render a final judgment that Defendant has competed unfairly with Monster in violation of Wash. Rev. Code Ann. § 19.86.020;

1           5.       That the Court render a final judgment that Defendant has competed unfairly with  
2 Monster in violation of Washington common law;

3           6.       That Defendant, its agents, servants, employees, attorneys, successors, and  
4 assigns, and all other persons in active concert or participation with it who receive actual notice  
5 of the injunction by personal service or otherwise, be forthwith preliminarily and permanently  
6 enjoined from:

7               a.       using the mark MONSTER DOLLAR in connection with the  
8 advertisement, promotion, or sale of any goods and services, or using any of the  
9 MONSTER Marks or MONSTER Trade Dress in connection with the advertisement,  
10 promotion, or sale of any goods or services, and/or using confusingly similar variations  
11 of any of the MONSTER Marks or MONSTER Trade Dress in any manner that is likely  
12 to create the impression that Defendant's products or services originate from Monster, are  
13 endorsed by Monster, or are connected in any way with Monster;

14               b.       manufacturing, distributing, shipping, importing, reproducing, displaying,  
15 advertising, marketing, promoting, transferring, selling, and/or offering to sell any  
16 unauthorized products bearing any of the MONSTER Marks or MONSTER Trade Dress,  
17 and/or any confusingly similar marks or trade dress, including the MONSTER DOLLAR  
18 mark;

19               c.       filing any applications or continuing to pursue any applications for  
20 registration of the MONSTER DOLLAR mark or any other trademarks, trade dress, or  
21 designs confusingly similar to the MONSTER Marks or MONSTER Trade Dress;

22               d.       otherwise infringing any of the MONSTER Marks or any of Monster's  
23 other trademarks, or Monster's MONSTER Trade Dress;

24               e.       falsely designating the origin of Defendant's products;

25               f.       causing a likelihood of confusion or injury to Monster's business  
26 reputation; and

27               g.       unfairly competing with Monster in any manner;  
28

1           7.       That Defendant be directed to file with this Court and serve on Monster within  
2 thirty (30) days after the service of the injunction, a report, in writing, under oath, setting forth in  
3 detail the manner and form in which it has complied with the injunction pursuant to 15 U.S.C.  
4 § 1116;

5           8.       That Defendant be required to account for and pay to Monster any and all profits  
6 derived by Defendant by virtue of Defendant's acts complained of herein;

7           9.       That Defendant be ordered to pay over to Monster all damages which Monster has  
8 sustained as a consequence of the acts complained of herein, subject to proof at trial;

9           10.      That this case be deemed exceptional and the amount of the damages be trebled  
10 and that the amount of profits be increased by as many times as the Court deems appropriate,  
11 pursuant to 15 U.S.C. § 1117 and the Washington Consumer Protection Act;

12          11.      That Defendant's actions be deemed willful;

13          12.      That Defendant be ordered to pay Monster pre-judgment and post-judgment  
14 interest;

15          13.      That an award of reasonable costs, expenses, and attorneys' fees be awarded to  
16 Monster pursuant to at least 15 U.S.C. § 1117 and the Washington Consumer Protection Act;

17          14.      That Defendant be required to deliver and destroy all devices, literature,  
18 advertising, goods and other unauthorized materials bearing the MONSTER DOLLAR mark, or  
19 any confusingly similar marks or trade dress, pursuant to 15 U.S.C. § 1118; and

20          15.      That Monster be awarded such other and further relief as this Court may deem  
21 just.

22                               Respectfully submitted,

23                               KNOBBE, MARTENS, OLSON & BEAR, LLP

24   Dated: April 20, 2022

By: s/ Carol Pitzel Cruz

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